

**May 4, 2009**

The Mahaska County Board of Supervisors met on the above date in regular session at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; vice chairman – Lawrence Rouw and member – Henry W. VanWeelden. Also present were the following: Scott Dailey, KBOE Radio; Julie Bak, Mahaska County CPC; Troy Bemis, Mahaska County Maintenance; Kathy Anderson, Jerome Nusbaum, Mahaska County Engineer; Paul DeGeest, Mahaska County Sheriff; Jamey Robinson, Mahaska County Emergency Management Director; Jake McGee, Oskaloosa Police Chief; Brad Reiman, Bearence Management Group; Kendall Strausser, Fremont Mayor and Kay Swanson, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

Chairman Gordy called the meeting to order with a moment of silence.

It was moved by VanWeelden seconded by Rouw to approve the agenda with the following additions: Voice Mail to the phone system and 10-15 Transit update. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes of April 20<sup>th</sup> meeting. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the bills for April in the amount of \$671,423.68 and payroll in the amount of \$465,084.28. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the Southeast Iowa Consortium Contracting Essentials. All present voted aye. Motion carried.

### **SOUTHEAST IOWA CONSORTIUM CONTRACTING AGREEMENT**

The purpose of this document is to establish a contract with the Southeast Iowa 28E Contracting Consortium and individual providers. In addition to this document, there is a 28E Contracting Essentials document that outlines the information that the Provider must submit with this contract. Parties to this agreement are this provider and the following Counties: Appanoose, Davis, Lucas, Mahaska, Marion, Monroe, Wapello, Warren, Washington, and Wayne. Additional pertinent information to this contract can be found in the Southeast Iowa Contracting Rules.

THIS agreement, entered into this first day of July 2009, between the Southeast Iowa 28E Contracting Consortium (referred to as the Consortium) and \_\_\_\_\_ as provider of services (referred to as "Provider"), is as follows:

### **A. Purpose and Time-frame**

1. The purpose of this contracting agreement is to arrange for payment for services to meet the needs of Consortium Consumers with the diagnoses of Mental Illness, Chronic Mental Illness, Mental Retardation, and Developmental Disabilities.
2. This service agreement shall become effective July 1, 2009, and terminate on June 30, 2010. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

### **B. Description of Services**

Specific services covered by this contract are in the service description attached to this contracting agreement. The population(s) eligible to receive these services is outlined in the Service Description and identified by each County in each of the individual Consortium Counties' Management Plans. All Counties of the Consortium may not offer all of the same services for the same population groups.

### **C. Responsibilities of the Provider**

1. The Provider shall provide verification that they are an eligible Provider for receipt of County funds as outlined in the Individual Consortium management Plans.
2. The Provider shall agree to participate in the County Rate Setting System (CRIS) so there is consistency between the providers in how costs are reported. This is especially critical to the Consortium rate setting process.
3. The Provider shall be in compliance with all federal, state, and local laws and regulations with respect to affirmative action and equal employment opportunity, Title VI of the 1964 Civil Rights Act as amended, Section 504 of the Rehabilitation Act of 1973 and the ADA.
4. The Provider shall have a written policy and procedure in compliance with current Department of Human Service regulations for reporting abuse or denial of critical care of dependent adults.
5. The Provider shall comply with all applicable federal and state laws and regulations regarding confidentiality.
6. Clients receiving services contracted by the Consortium have the right to appeal adverse decisions made by the Provider. The Provider will have a written policy and procedure for handling client appeals and grievances and shall provide information to clients about the individual client's right to appeal. Clients shall not be harmed or threatened in any way by the request to appeal or by filing an appeal.
7. Services provided will be described fully in the service description attached to this contract. The description shall include eligibility criteria for each service, population to be served, geographic area where services are offered, and service discharge criteria. Services will be provided as described or the Provider will seek to amend the contract.
8. The Provider will generate the usual and customary reports of service provision requested by the CPC or will negotiate with the CPC lead worker for any change in that process.
9. The Provider will maintain financial records according to officially recognized accounting practices for their type and size of agency receiving government funds and according to the format requested by CRIS and the host County. A copy of the Provider's annual audit will be a required part of the agreement.

- a. Failure to submit the cost report within 3 months of the end of the agency fiscal year without written approval of the lead CPC may reduce payment to 75% of the current rate.
  - b. Failure to submit the report within six months of the end of the fiscal year shall be cause for terminating the contract.
  - c. The Provider may request, in writing, a 30-day extension to complete the report.
10. The Provider must retain records for clients served through this contract for a period of at least five years after the termination of services, or for whatever timeframe meets current Federal requirements for the type of service the agency provides. The Provider shall have a written record destruction policy that does not jeopardize client confidentiality.
11. The Provider shall not charge the clients of consortium counties more than it charges for the same service provided to other consumers, unless a specific situation is identified and agreed to between the Provider and the Consortium.
12. The Provider agrees to maintain insurance including liability and bonding policies. The lead CPC will be notified immediately (within 5 working days in writing) if any insurance coverage is stopped or decreased. The Consortium and the Counties will not be held liable for any occurrence from the time the agency does not have coverage until the Consortium receives notification of no coverage.
13. The Provider agrees to accept the reimbursement rate in effect upon submission of the service contract until an actual cost report can be completed according to the CRIS guidelines.
14. The Provider will agree to bill County Central Point of Coordination (CPC) within the parameters of each individual Counties' Management Plan.
15. The Provider agrees to abide by Iowa Administrative Code 441 Chapter 25 in regard to any function designated to the Provider by the Central Point of Entry Coordinator.
16. The Provider agrees that the lead County CPC, the funding CPC, or contracted Consortium staff may visit the facility as needed and may review records of County Consumers without advance notice. The lead CPC, funding CPC, or contracted Consortium staff may also review critical incident reports pertaining to County Consumers. If the record is for a consumer from another county, or if other third party information is needed, the appropriate Release of Information shall be available.
17. If the service is licensed, certified or governed by the Department of Human Services, the Department of Inspections and Appeals, or any other like body the Provider will notify the Consortium lead CPC, in a timely manner, of any survey that is to take place, the date of the exit, and sited deficiencies in service provision by these bodies. The Provider agrees to notify the designated CPC immediately, if the accrediting body is at the facility to respond to a complaint. The Provider agrees to provide to the lead CPC agency inspection and certification reports within 15 days after the receipt of those reports (i.e. CARF survey or DIA inspection reports). The provider will be responsible to supply the Providers Corrective Action Plan to the Consortium within thirty (30) days of the Provider being notified of a service deficiency. If there are rules in the Iowa Administrative Code pertaining to this service, the provider will agree to provide the service according to those rules or make the CPC aware of the difference in service provision.

18. During the term of this agreement the provider shall indemnify and hold the Consortium and the County and any of its agents or employees harmless from acts or omissions of any liability, loss, damages, costs or expenses from any liability, arising in the course of provision of contracted services.

19. Performance Audits. The Provider shall cooperate with evaluations/service assessments/quality assurance reviews requested by the Consortium. The Provider will automatically provide any state or federal or private audits completed, which pertain to the contracted services.

20. The provider agrees to comply with the Federal HIPAA rules, train their employees as to HIPAA policies and procedures, and notify the Consortium in an attachment to the service description who is the agency privacy and security officer.

D. Responsibilities of Southeast Iowa 28E Consortium and Consortium Counties.

1. Join the CRIS 28E agreement through the Iowa State Association of Counties and use the CRIS rate information for the purpose of rate setting.

2. Assign a lead CPC to act as contracting liaison.

3. The Counties shall pay for services as per individual service authorization if the consumer is utilizing the service in the manner authorized.

4. The County shall promptly pay for services utilized by County consumers. It is suggested that disputed items on a bill should not delay payment of the other items on the bill.

5. Upon request of the provider the County agrees to share with the Provider all the data available from the consumer needs assessment and the consumer satisfaction survey.

6. The Counties agree to pay for services according to the rate reimbursement methodology identified in the County Management Plan and agreed upon in the Consortium Reimbursement Rules.

7. During the term of this agreement the County or Consortium shall indemnify and hold the Provider or its agents or employees harmless from acts or omissions of any liability, loss, damages, costs or expenses from any liability arising in the course of provision of contracted services

8. The Consortium Counties agree to operate within the same confidentiality guidelines as identified for providers in C.5.

9. The Consortium Counties agree to comply with HIPAA regulations as outlined in the Federal regulations and train their employees about these provisions.

E. Entire Agreement

1. This Service Agreement and attachments contain the entire agreement between the Consortium and the Provider. The Consortium will be notified of additional agreements between an individual County and the Provider. The rules for the operation of this system are included in the Southeast Iowa Contracting Consortium Rules.

F. Amendments

1. Any change to this contract must be in writing and mutually agreed upon by both the Consortium and the Provider prior to implementation.

G. Termination

1. This agreement shall be in effect for one (1) year, July 1, 2009 to June 30, 2010. Either party to the agreement may terminate this agreement with ninety (90) day prior notice in writing. The ninety day period may be used to cure any problem that has been the reason for termination. This agreement may be terminated immediately because of loss of

license or certification, Chapter VII Bankruptcy or documented consumer abuse that is not dealt with in accordance with Department of Inspections and Appeals. Lack of sufficient county resources shall also constitute cause for termination.

#### H. Savings Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

#### I. Subcontracting

1. Neither the Provider or the Consortium will assign responsibility of the services identified in this service contract or Sub-contract the duties described unless the Consortium is aware of the sub-contract. The Consortium must be notified in writing in a timely manner of a sub-contract being negotiated. The sub-contract shall include the following:

- a. The Sub-contractor is licensed in their profession as verified by the Provider.
- b. The Provider Agency sub-contract includes language similar to the "hold harmless" language in Section C protecting the county and Contracting Consortium.
- c. The Provider Agency sub-contract includes verification of adequate professional liability insurance.
- d. Copies of these sub-contracts will be available at the contract renewal.

#### J. APPEALS

The Appeals process pertaining to decisions made by this Consortium is located at the end of the Southeast Iowa Contracting Consortium rules.

Approved this 4<sup>th</sup> day of May ,2009.

The Southeast Iowa 28E Consortium Board  
s/Greg Gordy,  
Chair

Provider Authorized Signature

It was moved by Rouw seconded by VanWeelden to purchase an upgrade to the phone's voice mail system from E5 Group for \$4800.00. All present voted aye. Motion carried.

Paul DeGeest, Mahaska County Sheriff and Jake McGee, Oskaloosa Chief of Police discussed the floors in the basement of the law enforcement center. They are in need of repair. They had gotten a quote of \$5.00 per sq. foot. The board wanted more information so they suggested that the budget committee for the law enforcement center meet again.

Paul DeGeest, Mahaska County Sheriff and chair of the Emergency Management Board presented the board with a letter from the Emergency Management Board discussing the budget for the emergency management. The emergency management board is asking the Board of Supervisors for additional money for the 2009-2010 to make the coordinator position full time. There will be a meeting of the Emergency Management Board and the Board of Supervisors on May 12<sup>th</sup> at 6:00 p.m. in the third floor conference room of the courthouse.

Brad Reiman from Bearence Management Group discussed the stop loss coverage with the board. Will be on the May 18<sup>th</sup> agenda.

It was moved by Gordy seconded by Rouw to enter into a Consulting/Services Agreement with Bearence Management Group. Vote was two – aye- one – nay. Motion carried.

### **Consulting/Services Agreement between Mahaska County and Bearence Management Group**

1. Scope of Services to be provided by Bearence Management Group  
Bearence Management Group will provide Mahaska County with consulting and brokerage services for the following benefit programs listed below:

0 Medical

0 Prescription Drugs

0 Life

0AD&D

0 Flex Plan

0 Vision Plan

See Exhibit 1, Summary of Specified Services, below.

1. Strategic Benefit Planning. Bearence Management Group will provide assistance in developing overall plan benchmarking and targets to ensure that the plan meets the objectives of Mahaska County and its employees.

2. Benefit Design. Bearence Management Group will help to ensure that benefit designs are consistent with the strategic benchmarking and targets set forth in the strategic benefit planning process.

3. Administration. Bearence Management Group will identify core administrative services and measure vendor performance.

4. Funding. Bearence Management Group will advise and counsel regarding program funding alternatives, including review fee proposals, analyze renewal rates, employee contribution rates, COBRA and monitor program costs against expectations

5. Communication. Bearence Management Group will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process. Provide Benefits Portal an internet-based program to communicate benefits to the employees.

6. Compliance Tools & Legislative Information. Bearence Management Group will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, Section 125, MyWave and HR Insider.

7. Meeting with Mahaska County. Services will include attendance at and facilitation of regular meetings with Mahaska County and vendors as needed to facilitate program management including day-to-day operations and planning program changes.

8. Day-to-Day Administrative Issues. Bearence Management Group shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Mahaska County's employees and management.

## 2. Disclosure and Record Keeping

A. Full Disclosure. Mahaska County has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Mahaska County's insurance and risk management program.

B. Record Keeping. Bearence Management Group will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Mahaska County.

## 3. Term of Engagement

A. Term. This initial term of this Agreement shall commence on April 23, 2009, and end June 30, 2010. Thereafter, this Agreement will remain in effect on an Annual basis until terminated by either Mahaska County or Bearence Management Group. In the event of termination notification will be required 60 days prior to July 1<sup>st</sup> of every subsequent year thereafter.

## 4. Cost of Services

We convey total transparency to Mahaska County on the amount of compensation being paid out to keep the lines of communication open. Our Consultant/Service fee is as follows:

First year (April 23, 2009 - June 30, 2010)

Setup: \$5,000 - payable in 4 Installments. June 1<sup>st</sup> 2009, July 1<sup>st</sup> 2009, August 1<sup>st</sup> 2009 and September 1<sup>st</sup> 2009.

\$8.50 per employee per month; starting with First Administrators July 1<sup>st</sup> 2009 billing.

Renewal Years (July 1<sup>st</sup> 2010 and after)

\$8.50 per employee per month

Mahaska County and Bearence Management Group each reserve the right to negotiate new fees in future years. If services beyond the scope of services outlined in this agreement (Exhibit 1) additional fees may be required for those services-

Bearence Management Group and Mahaska County will agree upon those services and fees prior to the commencement of those services.

### **- Exhibit 1 -**

#### Summary of Specified Services

Prepare monthly Specific and Aggregate reports that will be sent

Provide the Mahaska County with relevant compliance information; e.g., HIPAA, Medicare Part D, GASB.

Evaluate and recommend specific stop loss levels.

Recommend cost-effective benefit plan changes for consideration.

Provide advice with respect to interpreting renewal data and proposals.

Provide MyWave access.

Respond to billing and claims inquiries.

Facilitate offering "Worksite" benefits on a payroll deduction basis, if there is interest.

Provide HR Insider access.

Provide/explain benefits portal.

Mahaska County recognizes and acknowledges that any fees paid to Bearence Management Group for the performance of services described above are in addition to and are exclusive of any insurance coverage procured by Bearence Management Group on behalf of Mahaska County.

In addition to fees, Bearence Management Group will receive compensation from the Life Insurance Carriers for services provided through the receipt of commissions and profit sharing arrangements with the insurance carriers. Profit sharing payments from insurance carriers are based on the profitability and/or premium growth of all the business Bearence Management Group has with an insurance carrier and is not determined by the profitability of your account only.

#### 5. Account Management Team

Bearence Management Group has assigned an Account Management Team according to the needs of Mahaska County and according to the disciplines required to complete the appointed task in a professional manner. Bearence Management Group retains the right to substitute the team with reasonable cause. The Account Management Team consists of the following;

Bradley M. Reiman, LUTCF, Employee Benefits Specialist

Brad has worked in Employee Benefits since 1982. He will be your primary contact, who would be responsible for the overall strategic development for the Mahaska County and would work directly with the Mahaska County in providing the most competitive, comprehensive and personalized options available.

Brad's background includes comprehensive knowledge of managed care delivery systems, e.g., HMO, PPO, and POS; fully insured and self-funded financial arrangements; private and public sector employers; non-union as well as collectively bargained environments; all employer sponsored products, such as medical, dental, life and AD&D, short-term and long-term disability, vision, etc.; voluntary payroll deduction products; favorable tax treatment programs, e.g., Section 125, medical reimbursement and dependent care accounts, HAS, and HRA. He possesses a thorough background in claims analysis, medical provider contracting, working with underwriters to develop rates, and actuarial firms to file with the state, and analysis of claims utilization and fixed costs. He also developed monthly plan performance reports to provide employers of self-funded plans.

He has a true appreciation for employers in balancing the cost of employee benefits and the value derived from enhanced employee relations. Each employer should establish how, as an organization, it will use the employee benefit package to attract and retain productive employees. Once an organization defines its objective for the employee benefit program, it will facilitate the determination of the breadth of benefits, the comprehensiveness of the benefit plans, the employer contribution levels, and the flexibility of the plans it will make available to its employees. This is a business decision that an organization should periodically evaluate.

Education and Certifications:

Iowa State University

Bachelors Degree

Nichole Shootman, Account Manager



Nicki, in conjunction with Brad, will be responsible for the day-today service to Mahaska County, along with marketing, renewal preparation, internal documentation and many other Mahaska County focused tasks.

Nicki has more than 10 years of experience in the insurance industry. Prior to joining Bearence Management Group, she worked at Wellmark BC/BS of Iowa. With her experience, Nicki has gained extensive knowledge in the employee benefits arena, along with excellent customer service skills

#### 6. Mahaska County's Responsibilities

Mahaska County will make available such reasonable information as required for Bearence Management Group to conduct its services. Such data will be made available as promptly as possible. It is understood by Bearence Management Group that the time of Mahaska County's personnel is limited, and judicious use of that time is a requirement of this Agreement. Mahaska County will make timely payments of the service fees as set forth elsewhere in this Agreement.

#### 7. Records and Information

Bearence Management Group understands and agrees to limit its use and disclosure of protected health information, as stated in our Private Health Information.

#### 8. Independent Contractor

It is understood and agreed that Bearence Management Group is engaged by Mahaska County to perform services under this Agreement as an independent contractor. Bearence Management Group shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Mahaska County as to policy and procedure.

#### 9. Fiduciary Responsibility

Mahaska County acknowledges that: (i) Bearence Management Group shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Bearence Management Group shall exercise no authority or control with respect to management or disposition of the assets of Mahaska County's employee benefit plans; and (iii) Bearence Management Group shall perform services pursuant to this Agreement in a non-fiduciary capacity. Mahaska County agrees to notify Bearence Management Group as soon as possible of any proposed amendments to the plan's legal documents to the extent that the amendments would affect Bearence Management Group in the performance of its obligations under this Agreement. Mahaska County agrees to submit (or cause its agent, Bearence Management Group, or vendors to submit) all information in its (or their) control reasonably necessary for Bearence Management Group to perform the services covered by this Agreement.

#### 9. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

s /Bradley M. Reiman

Account Executive

Date 5-4-09

Bearence Management Group

s/ Greg Gordy

Bd. Of Supervisors Chair

Date 5-4-09  
Mahaska County

Julie Bak, Mahaska County CPC discussed the concerns she has about an On Call Policy for the Case Managers that will be coming up around July 1. This is a Medicaid rule for that department. She will investigate more.

It was moved by Gordy seconded by VanWeelden to purchase Five - 6 foot iron benches for the outside of the courthouse for \$4,510.50 plus freight from Upbeat Site Furnishings. Roll call vote: Gordy – aye; Rouw – aye; VanWeelden – aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the request of the sheriff to place Christy Brown on the payroll for the jail as full time jailer beginning April 19, 2009 at a salary of \$25,000.00 and to remove Danielle Gillaspie from the payroll. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the Contract for project ER-CO62(65) (Crack filling various routes) to Fort Dodge Asphalt Company for \$101,765.12. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the contract for project STP-E-CO62(60) for Eddyville Cemetery Road for \$114,488.04. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to adjourn. All present voted aye. Motion carried.

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Chairman Mahaska County  
Board of Supervisors

ATTEST: \_\_\_\_\_  
Kay Swanson, Mahaska County Auditor